



**Department of
Transportation**

LIVINGSTON AVENUE BRIDGE REPLACEMENT PROJECT

PIN 1SRP.01, Contract D900058

DB CONTRACT DOCUMENTS REQUEST FOR PROPOSALS

PART 4 UTILITY REQUIREMENTS

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PART 4 - UTILITY REQUIREMENTS

4-1 SCOPE

This Part 4 - Utility Requirements provides information on the Design-Builder's overall responsibilities as they relate to existing and/or new utilities, the manner in which utilities are to be protected, relocated, upgraded, constructed or incorporated into the construction, and who will be responsible for the Work.

The Design-Builder's attention is directed to the fact that during the life of this Contract the owners and operators of utilities may make changes to their facilities. These changes may be made by the utility employees or by contract within the Project limits of, or adjacent to, this Contract and may involve temporary and/or permanent Work(s).

Potential utility conflicts shall be identified by the Design-Builder and brought to the attention of the Department and utility owners. Reference is made to the New York State Department of Transportation Highway Design Manual, and NYSDOT Standard Specifications and Construction Materials and all applicable NYSDOT Standards.

The Design-Builder shall abide by this Part 4. The Design-Builder shall also abide by and fulfill the requirements related to utility facilities or systems included in other Contract Documents.

This Part 4 applies to existing and proposed underground and overhead utilities.

The Design-Builder shall be responsible to verify all utility information provided and to coordinate with the utilities regarding any necessary modification to the Preliminary DB Utility Work Agreements (if provided) based on any new information and any further utility work required beyond that indicated in the Preliminary DB Utility Work Agreements (if provided).

If the Design-Builder's design requires additional utility relocations beyond those identified in the Preliminary DB Utility Work Agreements presented in Appendix C, it is the responsibility of the Design-Builder to suggest revised Preliminary DB Utility Work Agreements in coordination with the utility owners and submit the revised Preliminary DB Utility Work Agreements to the Department for approval.

At points where the Design-Builder's operations are adjacent to utilities, damage to which might result in considerable expense, loss, or inconvenience, Work shall not begin until all arrangements necessary for the protection thereof have been made by the Design-Builder and the utility owner. The Design-Builder shall cooperate with all utility owners (including owners of underground or overhead utility lines and owners of utilities attached to existing Department structures) in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted. See also DB §107-07 addressing Work near underground facilities.

4-2 GENERAL

The Department's interaction with Utilities located within the Highway Right Of Way (ROW) is governed by 17 NYCRR (Official Compilation of Codes, Rules and Regulations of the State of New York) Part 131.

The Department has notified all Utilities, pipeline owners, or other parties who seemingly are affected by the proposed construction based on the preliminary design plans and endeavor to have Preliminary DB Utility Work Agreements executed with potentially affected Utilities prior to the Award of the Contract.

The Design-Builder, in coordination with the Department's Project Manager (or his designee), shall meet with all the affected Utility owners or operators for the purpose of discussing the effect on the utility facilities and to agree on a plan to maintain, protect, relocate, reinstall, or other action that may be necessary for the work to progress.

Reference is made to General Obligations Law §11-102 which concerns the liability of a Utility for compensation for damages caused by interference with and/or delay of progress of work under a State public construction contract.

4-2.1 Utility Coordination

The Design-Builder shall coordinate its design and construction efforts with utility owners as set forth in Part 2 - General Provisions of the Contract. All design and construction work performed by the Design-Builder shall be coordinated with the utility owners, and shall be subject to the Preliminary DB Utility Work Agreements, utility standards and applicable provisions of the Contract Documents.

The Design-Builder shall notify the Department at least five working days in advance of each meeting with a utility owner's representative scheduled by the Design-Builder and shall allow the Department the opportunity to participate in each meeting. The Design-Builder shall also provide the Department with copies of all correspondence between the Design-Builder and any utility owner, within seven days after receipt or sending, as applicable.

4-2.2 Utility Coordination Manager

The Design-Builder shall utilize a single dedicated person responsible for managing all utility coordination. The responsibilities of the Utility Coordination Manager are as outlined in Part 3, Section 3.2.5.2.

4-2.3 Utility Relocation Design

The Responsibility for design of relocations covered by a DB Utility Work Agreement (DB-HC140) shall be as set forth in each such DB Utility Work Agreement. The DB Utility Work Agreements shall allocate responsibility for the design of utility relocations that are subject to such DB Utility

Work Agreements. The Design-Builder shall clearly indicate the allocation of responsibility for the design of utility relocations on the Utility Relocation Plans.

4-2.4 Scheduling Utility Relocation Work

The Design-Builder shall allow in its Baseline Progress Schedule and monthly updates, the time required for utility owners to accomplish the tasks and activities for which they are responsible, as specified in the Preliminary DB Utility Work Agreements (if applicable), Relocation Plans, and in this Part 4.

4-2.5 Utility Design and Construction Constraints

All utilities (whether designed and/or constructed by the Design-Builder or the utility owner) within the Project Limits that are to be newly installed temporarily or permanently, relocated or upgraded shall be placed in accordance with the NYSDOT's utility regulations and policies, unless otherwise approved by the Department.

For each relocation, or installation, the Design-Builder, in coordination with the utility owner, shall be responsible for verifying that the relocated utility, as designed and constructed, is compatible with and interfaces properly with the Project. The Design-Builder shall be responsible for protecting any and all utilities that must be protected in order to permit construction of the Project.

4-2.6 Standard of Care Applicable to Utility Work

The Design-Builder shall be responsible for complying with 16 NYCRR Part 753 ("Part 753"), and requesting mark outs for utilities that are not members of the One Call System as defined in Part 753. A list of known utility operators that are not members of the One Call System with facilities within the Project area is included in Appendix B. The Design-Builder shall carry out its work carefully, and skillfully, and shall support and secure utilities so as to avoid damage and keep them satisfactorily maintained and functional. The Design-Builder shall not move or remove any utility without the utility owner's written consent unless otherwise directed by the Department.

The Design-Builder shall be responsible for the cost of repair of any utilities damaged by the Design-Builder. In the event of any such damage, the Design-Builder shall notify the affected utility owners and the Department, and shall enter into an agreement with such utility owner allocating responsibility for design and construction of any such repairs, and the schedule for completing the repairs. All such repairs made by the Design-Builder shall be performed in a good and workmanlike manner. If the utility owner undertakes the repairs and the Design-Builder fails to make any required payment within 30 days after the repairs have been completed and the Design-Builder's receipt of the utility owner's invoice therefore, the Department will have the right to pay the utility owner from the Department's funds and/or deduct an amount sufficient to cover the cost from any moneys due or that may become due the Design-Builder under this Contract.

The Design-Builder shall include provisions for its obligations with respect to utilities in its Quality Control Plan.

4-2.7 Coordination with Utility Owners

The Design-Builder shall make diligent effort to obtain the cooperation of each utility owner as necessary for the project. If the Design-Builder becomes aware that a utility owner is not cooperating in providing needed work or approvals, the Design-Builder shall notify the Department immediately of such problem. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Department and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the problem.

4-3 AFFECTED UTILITIES

4-3.1 Design-Builder's Responsibilities

With respect to utilities for which the Department has identified a specific utility owner and conflict, the Design-Builder's responsibilities shall include:

- A) Verifying utility locations;
- B) Identifying potential conflicts not previously identified;
- C) Coordinating and/or designing/constructing utility relocations and/or new utilities and the protection of existing utilities in accordance with this Part 4 and any additional requirements of the utility owner(s) as set forth in the relevant Preliminary DB Utility Work Agreement(s) included in Appendix C hereto; and
- D) Preparing and coordinating the execution of Final DB Utility Work Agreements between the Design-Builder, Department, and utility owners.

With respect to any unknown utilities that are subsequently identified by the Design-Builder, the Design-Builder shall be responsible for identifying the ownership of each facility or line identified which requires either relocation or protection, and for all those responsibilities set forth in A through D, above; provided, however, that with respect to item C, the Design-Builder shall be responsible for negotiating and entering into a DB Utility Work Agreement with the Department and the Utility Owner for such previously unknown utilities and/or utilities for which no owner had been previously identified, and the Design-Builder's responsibilities in item C shall apply with respect to each such DB Utility Work Agreement.

4-4 COORDINATION REQUIREMENTS

The Design-Builder shall make diligent effort to obtain the cooperation of each utility owner as necessary for the Project. If the Design-Builder becomes aware that a utility owner is not cooperating in providing needed work or approvals, the Design-Builder shall notify the Department

immediately of such situation. After such notice, the Design-Builder shall continue to diligently seek to obtain the utility owner's cooperation, and the Department and Design-Builder each shall assist the other party as reasonably requested by such other party with regard to the situation.

The Design-Builder shall provide information as required and maintain close coordination with the Department and utility owners to achieve timely relocations, new installations and new service connections necessary as part of the Design-Builder's design and construction.

4-4.1 Prior Department Actions

The Department has coordinated its efforts with all known utility owners and has:

- A) Developed a contact list;
- B) Identified potential utility conflicts; and
- C) Developed Preliminary DB Utility Work Agreements as set forth in Appendix C hereto.

4-4.2 Design Builder's Coordination Requirements

The Design-Builder shall be responsible for coordination with utility owners. It is important that Utility Owners be kept informed of the Design-Builder's activities and schedule. In addition to satisfying any requirements set forth in applicable Governmental Rules and Standards, including but not limited to Part 753, the One-Call notification requirements referenced in DB § 107-07, and in any DB Utility Work Agreements that may have been executed, the Design-Builder shall undertake the following activities, which have been identified by the Department as important to utility owners:

- A) Keep utility owners well informed of construction schedules and notify the utility owners at least twenty-four hours in advance of any work in the vicinity of the utility owners' facilities, that will not impact service;
- B) Keep utility owners well informed of changes that affect their facilities;
- C) In addition to any required notice, give the utility owners a minimum of 48 hours notice of potential impacts to service, unless longer notification times are specified elsewhere in this Part 4 or any DB Utility Work Agreements that may have been executed;
- D) Ensure utility owners are involved in making the decisions that affect their own facilities and services;
- E) Cooperate with the utility owners to solve relocation/installation issues to the extent that such relocations/installations are consistent with the Design-Builder's Scope of Work as otherwise set forth in the Contract Documents and without causing the Department to incur any

unnecessary expense to the Project, or causing the utility owners to incur unnecessary expense;

- F) Act diligently in continuing the positive relationship that the Department has developed with the utility owners; and
- G) Coordinate with those utility owners who perform their own work by scheduling adequate time to accomplish their work.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Design-Builder shall promptly notify the proper authority regarding the restoration of service. If any essential service (including water, gas, electric fiber-optic, cable, telephone or other utility) is interrupted, the Design-Builder shall provide continuous repair Work until the service is restored. No Work shall be undertaken around fire hydrants until provision for service has been approved by the local fire authority.

4-4.3 Design Reviews

The Design-Builder shall invite affected utility owners to participate in all pertinent Design-Builder's and Department's Design Reviews (see Part 3, Section 5).

Some utility owners may design and/or construct any required utility relocations and revisions for their utilities. The Design-Builder shall be required to incorporate these utility designs into its own design prior to the Design Review.

4-4.4 Meetings and Coordination

The Design-Builder shall schedule meetings with each utility owner, the Design-Builder and the Department. These meetings are for the purpose of reviewing all items related to the utility Work, including all items which affect the Baseline Progress Schedule, the time required to procure construction material and the period of time utility service may be curtailed. These meetings will also be used to reach concurrence on the number and extent of known affected utility lines or issues, to discuss the possible elimination of conflicts, to establish the methods to be used at each specific location and procedures for addressing conflicts discovered during design and/or construction.

The Design-Builder shall jointly schedule at least monthly utility meetings with the Department or their duly authorized representative to discuss project progress, issues, and planned work for all phases of utility work including design and construction. These meetings shall include the Design-Builder's and the Department's personnel with responsibilities for utilities. The Design-Builder and the Department will jointly develop the agenda for these meetings. The Design-Builder shall be responsible for providing meeting facilities unless otherwise agreed. The Design-Builder shall keep minutes of the coordination meetings and distribute copies of the minutes to participants,

including representatives of utility owners (even if not present) who have facilities in the areas reviewed, within five working days after the meeting date.

4-5 STANDARDS AND REFERENCES

The Design-Builder shall perform the utility work in accordance with the Contract Requirements, including this Part 4, the applicable Standards, Codes and Manuals listed in Part 3 – Project Requirements and the standards required by the various utility companies affected by the work.

The Design-Builder shall obtain clarification of any unresolved ambiguity prior to proceeding with design or construction.

The Department will make available to the Design-Builder upon request all information obtained from utilities, pipeline owners, and other parties that the Department has notified concerning the proposed construction. Such information will be considered Reference Documents.

4-6 DESIGN BUILDER RESPONSIBILITIES

The Design-Builder shall be responsible for coordinating its design and construction work with utility work as indicated herein, consistent with and subject to the terms and conditions set forth in DB §104.

The Design-Builder shall identify and resolve all utility conflicts, and shall coordinate the construction, relocation, removal and/or protection of each affected utility with the applicable utility owner. If the Design-Builder discovers utilities not identified in Appendix A of this Part 4 that are affected by the construction, the Design-Builder shall immediately suspend construction operations at the site affected by such utility and shall notify the Department within 24 hours of discovery of such previously unknown utilities. The Design-Builder and the Department shall cooperate in identifying and notifying the utility owner.

4-6.1 Cost of Temporary Relocations

The Design-Builder shall be responsible for the cost of temporary utility relocations, including the cost of obtaining temporary easements, necessary to accommodate its own construction operations and/or methods, other than temporary relocations that are necessary for the construction of the Project permanent works.

4-6.2 Relocation Permits

Where the Design-Builder is performing utility relocation construction Work, the Design-Builder shall obtain utility permits, roadway permits and work permits and comply with all applicable utility regulations. If the Design-Builder has reasonable cause to believe that a utility owner does not have necessary approvals, or is in violation of the approvals, the Design-Builder shall notify the Department immediately after discovery.

4-6.3 Point of Contact

The Design-Builder shall coordinate, cooperate and work with the contact person designated by the utility owner. Table A-1 in Appendix A of this Part 4 presents contact details by utility owner.

4-6.4 Instructions and Authorizations

The Design-Builder shall be responsible for obtaining specific written instructions and authorization from the utility owner, for any design or construction the Design-Builder performs on behalf of the utility owner, and for verifying that they are consistent and compatible with the Design-Builder's design.

4-6.5 Verification of Utility Locations and Marking of Locations in the Field

The Design-Builder shall be responsible for verifying the exact location of each affected utility on the Project regardless of the information that has been provided by the Department or the utility owner.

The Design-Builder shall comply with NYCRR 16 Part 753 to mark utility locations.

4-6.6 Components of Utilities

The Design-Builder shall consider necessary appurtenances to each utility facility (such as the utility source, guide poles, feeder service lines, supports, etc.) as part of the utility.

4-6.7 Utility Owner's Right to Inspect

The utility owner has the right to inspect the work on its facilities that is to be performed by the Design-Builder.

4-6.8 Design-Builder-Caused Changes to Utility Owner Work

If the utility owner maintains responsibility for the design and/or construction and the Design-Builder revises the conditions, the Design-Builder shall be responsible for the costs and schedule delays related to the change.

4-6.9 Abandoned Utilities

Unless otherwise directed by the Department, and the utility owners, the Design-Builder shall remove abandoned utilities and utilities proposed for abandonment within the New York State Department of Transportation's Right Of Way. Any work to remove or abandon in place any utilities shall be considered "Incidental Utility Work" and subject to the provisions of DB §104-04.B.7(e).

4-6.10 Quality Control

The Design-Builder shall provide Quality Control for all the utility relocation work, performed by the Design-Builder, in accordance with Part 3, Sections 5 and 6.

4-6.11 Changes to Design

All changes to designs that have received the Department's or utility owner's consultation and written comment and/or utility owner's approval shall be dealt with in accordance with Part 3, Section 5, including obtaining the Department's and utility owner's consultation and written comment and/or approval for the change.

4-6.12 Design-Builder Design and/or Construction

The Design-Builder shall be responsible for the utility relocation design and/or construction as provided in Part 2 - General Provisions. The Utility Work set forth in Appendix A and the Preliminary DB Utility Work Agreements set forth in Appendix C (if any) indicate the allocation of responsibility between the Design-Builder and the identified utility owners for relocation design and/or construction of the utility facilities. Subject to Part 2 - General Provisions, Design-Builder is responsible for all relocation costs and the Contract Price includes the price for such Work.

4-6.13 Design Review

The Design-Builder shall submit its utility relocation plans to the Department's Design Quality Assurance Engineer and to the utility owner for work performed by the Design-Builder, for consultation and written comment. See also Part 3, Section 5. The Design-Builder shall include in their schedule 30 calendar days for each design unit submission for consultation and written comment by the agencies (Consolidated Edison, Inc., ...).

4-6.14 Construction Record

The Design-Builder shall maintain a record of the design and construction activities of all utility facilities that have been performed by the Design-Builder, and have been designed and released for construction after Notice to Proceed. Individual files shall include a record of the following information:

- A) Design Plans that have been reviewed by the utility owner and received consultation and written comment by the Department;
- B) Notification of construction dates;
- C) Record of meetings with utility owner;
- D) Signature of utility owner inspector on Design Plans (optional);

- E) Record of utility owner inspector present at any time;
- F) Any revisions to the Design Plans;
- G) Dates of construction completion;
- H) All other as-built requirements stipulated in this Part 4;
- I) Any executed Final DB Utility Work Agreements (three-party agreements).

4-6.15 Utility Damage Reports

In the event that the Design-Builder damages an existing utility, the Design-Builder shall complete a utility damage report within 24 hours of damage and submit it to the Department. The Design-Builder shall report any utility facilities damaged immediately to the utility owner and the Department. The Design-Builder is responsible for developing a utility damage report form to use in the event a utility is damaged. The report shall be submitted to the Department's Project Manager. The following information shall be included:

A) Utility Damage Information

1. Exact location;
2. Date and time of incident;
3. Date and time reported;
4. The weather the day of incident;
5. Description of the incident;
6. Who the damage was reported to;
7. Who the damage was repaired by;
8. Representative digital color photographs.

B) Utility Owner Information

1. Utility owner;
2. Utility owner contact;
3. Time utility owner was contacted.

C) Locator Information

1. Locator service;
2. Date of locate request;
3. Locate expiration date;
4. Locate log number;
5. If damaged utility line was marked;
6. Distance from damage to mark.

D) Design-Builder Information

1. Name of supervisor;
2. Name of foreman;
3. Name of witness.

E) Signatures

1. Design-Builder's supervisor;
2. Utility owner;
3. Locator service.

4-6.16 Protection of Utility Facilities

The Design-Builder shall prepare a protection plan for all utility facilities to be left in place and protected. The Design-Builder shall also obtain written approval of the plan from each utility owner of the specific facility to be protected.

4-6.17 Utility Relocation Master Plan

The Design-Builder shall coordinate with the utilities to prepare a utility relocation master plan after the Design Builder has advanced the Project design sufficiently to clearly define utility impacts. The Design Builder shall update the plan at least quarterly throughout the duration of the Contract. Updates shall be submitted to the Department for consultation and written comment.

4-6.18 Betterments

The Preliminary DB Utility Work Agreements set forth in Appendix C, if any, address any Betterments that have been agreed to by the Department and utility owners whose facilities are subject to a DB Utility Work Agreement.

If the Department agrees to the addition of any Betterments to the Work with respect to facilities covered by the DB Utility Work Agreements, the Department will issue a Change Order pursuant to DB §104-02 with respect thereto. The Design-Builder shall not be entitled to an increase in the Contract Price with respect to any Betterments except as allowed under DB §104-04.B.3 and this DB §104-04.B.4.

If any utility owners whose facilities are subject to a Preliminary DB Utility Work Agreement request that the Design-Builder design or construct Betterments that are not addressed in the relevant Preliminary DB Utility Work Agreement, the Design-Builder shall be solely responsible for any Betterments that the Design-Builder agrees to provide that are not addressed in the relevant Preliminary DB Utility Work Agreement. Some utility owners with whom the Design-Builder and the Department will be entering into a DB Utility Work Agreement may request Betterments to their facilities as a result of required relocations of their lines. The costs of any such Betterments shall be resolved between the Department, the Design-Builder and the utility

owners in their respective DB Utility Work Agreements. The forms of DB Utility Work Agreements attached hereto as Appendix C, if any, provide a template provision addressing agreed upon Betterments. The Department shall have no responsibility, actual or implied, with respect to any Betterments, and all Betterments shall be subject to the Department's permitting process.

4-7 DESIGN AND APPROVAL OF THE UTILITY RELOCATION PLANS

After the Design-Builder has advanced the Project design sufficiently to clearly define utility impacts, the Utility Relocation Plans shall be prepared by the Design-Builder. If the utility owner is preparing the design, the Design-Builder and the Department shall review the Utility Relocation Plans to be sure that they are consistent with the Design-Builder's design. Upon review by the utility owner and the Design-Builder, and consultation and written comment by the Department, the utility relocations may be constructed. Any subsequent revisions to the Utility Relocation Plans will require the review of the affected utility owner and the Department's consultation and written comment.

4-8 SUBMITTALS

4-8.1 Design

All design Work shall be coordinated between the utility owners and the Design Builder. If the relocation plans are to be developed by the Design-Builder, the Design-Builder shall furnish to the Department prior to the start of construction of each utility relocation, Utility Relocation Plans and Project Specifications completed to the levels of design and stages of design development and reviewed and certified per Part 3, Section 5.

Designs prepared by the utility owner shall be reviewed and approved by the Design-Builder and receive the Department's consultation and written comment, for consistency and compatibility with the Design-Builder's design. Prior to construction, the Department will review all designs, whether by the Design-Builder or the utility owner.

4-8.2 Construction

The Design-Builder shall provide two sets of As-Built Utility Relocation Plans to the Department and each utility owner for utility relocation work constructed by the Design-Builder. The Design-Builder should also reflect in the As-Built plans any work that is performed by the utility companies within the project limits. The As-Built Utility Relocation Plans shall comply with As-Built requirements stipulated in the Department's Utility Standards and shall include any utilities abandoned and not removed. The As-Built Utility Relocation Plans shall be part of the Project As-Built Plans.

4-9 DB UTILITY WORK AGREEMENTS

4-9.1 General

If Preliminary DB Utility Work Agreements have been executed, they will be identified in *Part 4 – Utility Requirements*.

Utilities which may be impacted by the Project have been identified in *Part 4 – Utility Requirements*.

If Preliminary DB Utility Work Agreements have not been executed and included in the Contract Documents, the Department, in conjunction with the Design-Builder, shall negotiate with each affected utility for Relocation of the utility's facilities after Award and enter into a DB Utility Work Agreement. The Design-Builder agrees to cooperate as reasonably requested by the Department in pursuing and executing DB Utility Work Agreements after Award, including attendance at negotiation sessions and review of DB Utility Work Agreements. The Department and the Design-Builder shall exercise due diligence and good faith efforts in coming to an agreement with each affected utility. Each DB Utility Work Agreement shall be executed by the Department, the Design-Builder and the Utility Owner. The Design-Builder shall remain responsible for the coordination between itself and the utility owner after DB Utility Work Agreements have been executed in order to maintain the Project schedule.

Issues to be addressed in the DB Utility Work Agreements may include the following:

- A) Responsibility for design and/or construction of the relocations;
- B) Design requirements and construction specifications;
- C) Betterments, including the approach to determining whether an item is a betterment;
- D) Notifications to the involved parties;
- E) Review of designs and/or cost estimates by the Utility or the Design-Builder, including timeliness;
- F) Emergency response actions and timing;
- G) Limitations on timing of construction or interruption of service;
- H) Damage repair;
- I) Inspections and testing by the Utility and/or Design-Builder;
- J) Approvals (including provisions for early start of construction); and
- K) Payment for relocation.

If a utility owner requests the Design-Builder to design and/or construct a Betterment, or advises the Design-Builder that the utility owner intends to design and construct a Betterment, the Design-Builder shall promptly analyze the impact of such Betterment on the Baseline Progress Schedule and notify the Department if it appears the Betterment may affect the Critical Path. The Design-Builder shall use its best efforts to negotiate arrangements with the utility owner that avoid potential Critical Path impacts.

4-9.2 Utilities Not Covered by DB Utility Work Agreements

If public or private utility lines or pipelines or other appurtenances are encountered during the course of the Work, which may be impacted by the Work, and which are not covered by an existing DB Utility Work Agreement, the Design-Builder shall immediately suspend construction operations at the site of the utility in question. The Design-Builder shall then provide the Department with a written assessment of the potential impacts to the Utilities and Contract Work, including options, time impacts, schedule impacts, and a proposed action plan. Construction Operations at the site of the utility in question shall remain suspended until such time that the Department and utility owner negotiate an agreement for the required action, or the Department provides written authorization allowing Work to proceed without such an agreement. Subject to DB §104-04.B.1, the Design-Builder will not be allowed adjustments for delays or extra expense with respect to any such suspension.

4-10 DELIVERABLES

Unless otherwise indicated, all deliverables shall be submitted in both electronic format and hardcopy format. Acceptable electronic formats include Microsoft Word®, Microsoft Excel®, Bentley MicroStation version V8, or searchable portable document format (PDF) files, unless otherwise indicated.

At a minimum, the Design-Builder shall submit the items listed in Table 4.9-1 to the Department.

Table 4.9-1 – Deliverables

| Deliverable | Number of Copies | | Submittal Schedule |
|----------------------------|------------------|------------|---|
| | Hardcopy | Electronic | |
| Utility Tracking Report | 3 | 1 (PDF) | Weekly until Physical Completion. |
| Utility Design Sheet | 3 | 1 (PDF) | Two days prior to initial meeting with utility owner |
| DB Utility Work Agreements | 2 | 1 (PDF) | Seven days after construction of the utility identified |

APPENDIX A UTILITY REQUIREMENTS

The Department has reviewed the Project limits and has made a preliminary assessment of which utility facilities located within the Project limits may be impacted by the Project

The Department has conducted advanced utility coordination with the utility companies listed below.

A-1 UTILITY COMPANIES

Table A-1 lists the utility companies with facilities located on, under or above the Project roadways and/or structures:

Table A-1 Utility Contacts

| Utility Owner | Contact | Contact # | E Mail |
|--|--|--|--|
| National Grid | Erick Rogemoser | 585-415-2980 | Erick.Rogemoser@nationalgrid.com |
| Verizon New York, Inc. | Elaine M. Scaia-Harbinger Obioma E. Nwachukwu | 518-815-2692 Cell-518-949-3544 518-704-2023 Cell-518-764-1290 | Elaine.m.scaia-harbinger@verizon.com Elaine.m.scaia-harbinger@one.verizon.com obioma.nwachukwu@verizon.com |
| Charter Communications - SPECTRUM | Kurt F. Bulson | 518-640-8866 | Kurt.Bulson@charter.com |
| Office of Information Technology Services (OITS) | Anthony Deproperty Jr. | 518-388-0447 | Anthony.DepropertyJr@its.ny.gov |
| City of Albany | Jason West Brad Glass | 518-312-9714 Cell-845-532-7584 518-465-6066 | Jwest@albanyny.gov bglass@albanyny.gov |

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| | | | |
|-------------------------------------|--|--|---|
| Rensselaer County Sewer District | Derick Gardiner Jason Wheeler | 518-270- 2675 518-283- 2235 | Derick.Gardiner@rensco.com Jwheeler@rensco.com |
|-------------------------------------|--|--|---|

A-2 UTILITY INVENTORY

The types, sizes and approximate locations of utilities present in the immediate Project area are described below.

A-2.1 Telecommunications

A-2.1.1 Telephone Company Name

List description of phone company facilities

A-2.1.2 Cable Company Name

List Cable Company facilities

A-2.2 Electric

A-2.2.1 Electric Company Name

List Electric Company facilities

A-2.3 Natural Gas

A-2.3.1 Gas Company Name

List Gas Company facilities

A-2.4 Water

A-2.4.1 Local Water Company Name

List water facilities

A-2.5 Other Utilities

A-2.5.1 Other Utility Company Name

List other utility companies and facilities.

A-2.6 Utility Service Connections

List any utility services / connections of concern.

A-3 UTILITY RELOCATIONS BY OTHERS

The Design-Builder shall be aware that all time frames for utility relocation work presented in this section are approximate and are predicated on the assumption of a single relocation to the new, permanent utility locations. Should the Design-Builder's design, means and methods require interim utility relocations, the Design-Builder shall be responsible for coordinating with the affected utilities to determine the time frames required for any and all interim relocations.

A-3.1 Telecommunications

A-3.1.1 Verizon

Describe any telephone relocations to be performed by Verizon or other local phone company, including time frames and any other requirements

A-3.1.2 Cable Company Name

Describe any cable facility relocations to be performed by cable company, including time frames and other requirements

A-3.2 Electric

A-3.2.1 Electric Company Name

Describe any electric facility relocations to be performed by local electric company, including time frames and other requirements.

A-3.3 Natural Gas

A-3.3.1 Gas Company Name

Describe any gas facility relocations to be performed by the local gas company, including time frames and other requirements.

A-3.4 Water

A-3.4.1 Local Water Company

Describe any water facility relocations to be performed by the local water company, including time frames and other requirements.

A-3.4.2 Other Utilities

A-3.4.3 Other Utility Company Name

Describe any relocations of other utilities to be performed by the utility(ies), including time frames and other requirements.

A-4 UTILITY RELOCATIONS BY THE DESIGN-BUILDER

The Design-Builder shall be responsible for coordinating the relocation of all utility services which are impacted by the Project, including the maintenance and protection of those utilities not listed below, participation in all meetings, preparing minutes of meetings, performing plan reviews, ground preparation, performing survey and markout required for utility relocations as well as excavating test pits as necessary to facilitate resolution of design utility conflict tables to final conflict resolution tables. The following sections describe the anticipated Work to be performed and coordination required with each utility owner.

A-4.1 Telecommunications

A-4.1.1 Verizon

Describe any telephone/telecom work for which the Design-Builder will be responsible.

A-4.1.2 Cable Company Name

Describe any cable work for which the Design-Builder will be responsible.

A-4.2 Electric

A-4.2.1 Electric Company Name

Describe any electric facility work for which the Design-Builder will be responsible.

A-4.3 Natural Gas

A-4.3.1 Gas Company Name

Describe any gas facility work for which the Design-Builder will be responsible.

A-4.4 Water Mains

A-4.4.1 Local Water Company Name

Describe any water main relocations for which the Design-Builder will be responsible.

A-4.5 Other Utilities

A-4.5.1 Other Utility Company Name

Describe any requirements related to other utility companies.

A-5 DESIGN BUILD UTILITY DOCUMENTS

The Design-Builder shall provide documentation regarding the coordination and locations of the impacted utilities to the Department's Project Manager, and the Department's Project Manager shall coordinate with Regional Utility Engineer. The required documents are: utility conflict/resolution table with proposed locations, utility plans, and Special Note of Utility Coordination.

The documentation shall be used to secure the Final DB Utility Work Agreements (DB-HC140) with each impacted utility company and any required Municipal Agreements.

APPENDIX B NON-PARTICIPATING AGENCIES

The Design-Builder shall be aware that the following agencies which are not participants in the One-Call System may have facilities located within the project limits:

- The New York State Department of Transportation

Contact information, known facilities, and required lead times are indicated in the Table B-1 on the following page. The Design-Builder shall contact each of these agencies to obtain mark-outs of their facilities.

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New York State Department of Transportation

Table B - 1: Contact Information for Non-Participating Agencies

| Agency | Callout Contact | Contact PH# | Contact E-mail | Known Facilities | Required Lead Time for mark out |
|--------|-----------------|--------------|--|------------------|---------------------------------|
| | | | | | |
| NYSDOT | NAME | nnn-nnn-nnnn | NAME@dot.ny.gov | FACILITY | 7 days minimum |

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APPENDIX C PRELIMINARY DB UTILITY WORK AGREEMENTS

The work described in this Appendix C (if provided) includes known relocation(s) and other utility work required to remove known interference(s) with Project elements. The Design-Builder shall design, locate, and construct the Work in accordance with utility provider(s) details as detailed in this Appendix C (if provided). The Design-Builder shall consider providing, where possible and if applicable, a common trench in which to construct the utilities in accordance with the utility providers' requirements. The Design-Builder shall determine the location of any and all trenches relevant to the requirements of the Design-Builder's design, as applicable. The Design-Builder shall include in its Baseline Project Schedule appropriate time as required for all utilities work. The Design-Builder shall comply with the Work Zone Traffic Control requirements contained in Part 3 of the Contract Documents at all times when performing the work described herein.

Any Agreements provided in this Appendix are Preliminary and are between the Department and utility owner(s). The Design-Builder is expected to coordinate with any and all affected utility owner(s) and the Department to negotiate and execute 3-party Final Utility Work Agreements between the Design-Builder, utility owner(s), and Department.

APPENDIX D INDICATIVE UTILITY PLANS